

Terms of Service

Web Design & Development Services

Effective Date: January 1, 2025

1. Agreement to Terms

By selecting a web design package and submitting your project information through our website, you agree to be bound by these Terms of Service. If you do not agree to these terms, please do not submit your project information.

2. Services Description

Carbon Software Development provides web design and development services including, but not limited to: website design, page development, SEO optimization, hosting setup, logo design, content refinement, image services, and video services. Enterprise packages may include custom applications with payment processing, API integrations, automation, and additional features as discussed during consultation.

3. Packages & Pricing

All package prices and add-on rates are listed on our website and are in South African Rand (ZAR). Prices are valid at the time of project submission. We reserve the right to update pricing with 30 days' notice for future projects.

4. Payment Terms

Full Payment Required Upfront: The full project fee must be paid in full before work begins on your website. No development work will commence until payment is received and confirmed.

Payment Methods: We accept bank transfers and other payment methods as specified during the consultation process. All transaction fees are the responsibility of the client.

Invoicing: An invoice will be provided upon project confirmation. Payment is due within 24 hours of invoice issuance or as otherwise agreed in writing.

5. Delivery Timeline

Delivery timeframes are estimates and may vary based on:

- Project complexity
- Client responsiveness and timely provision of content, images, and feedback
- Scope changes requested after the project begins
- Revisions beyond the scope of the original package

We will communicate any delays as soon as possible and work with you to establish a revised timeline.

6. Client Responsibilities

To ensure smooth project delivery, clients agree to:

- Provide all necessary content, images, logos, and materials in a timely manner
- Communicate feedback and revision requests clearly and promptly
- Respond to inquiries and provide approvals within 5 business days of request
- Ensure all provided content does not infringe on third-party intellectual property rights
- Provide accurate business information, contact details, and branding guidelines

Delays caused by client non-responsiveness may extend the project timeline beyond the estimated delivery date.

7. Revisions & Changes

The number of revisions included with each package is detailed in the package description. Additional revision rounds beyond the included allowance will be charged at R250/hour for design revisions or R350/hour for content refinement.

Scope changes requested after project commencement (such as adding new pages, features, or significant design pivots) will be quoted separately and require a signed amendment to this agreement.

8. Ownership & Intellectual Property

Website Ownership: Upon full payment and project completion, you own the final website. You have the right to move your website to another hosting provider or developer at any time.

Design & Code: You own the custom design and code created specifically for your project. However, we retain the right to use design concepts, templates, and general approaches in other projects (without identifying you by name or using your specific branding).

Third-Party Assets: Any third-party tools, plugins, templates, or services used in your website remain subject to their original licensing terms. You are responsible for maintaining licenses for any paid tools or services (such as premium plugins or stock image subscriptions).

Your Content: You retain all rights to content you provide (text, images, videos). By providing content, you grant us permission to use it solely for your website project.

9. Hosting & Maintenance

Hosting is a separate service provided on a monthly basis at R250/month. Hosting is optional and not included in any package price.

Hosting services include domain configuration, SSL certificate, and server uptime. We do not include ongoing website maintenance, updates, or content changes with hosting alone. Any modifications to your website after launch require separate consultation.

If you choose not to use our hosting service, you must arrange your own hosting provider. We will provide guidance on transferring your website files to an alternative host, but ongoing support for external hosting is not included.

10. Cancellation & Refunds

Once payment is received and work has commenced on your project, fees are non-refundable. Work completed will be delivered upon final payment.

If you wish to cancel before work begins, please notify us within 24 hours of payment. Cancellations requested after work has commenced will forfeit 50% of the project fee. Cancellations requested after 50% of the project is complete will forfeit 100% of the fee.

If we fail to deliver within the agreed timeline due to our own fault, you may request a partial refund or service credit, to be negotiated in good faith.

11. Warranties & Limitations

We warrant that:

- The website will be designed to be responsive and functional across modern browsers and devices
- The code will follow industry best practices and web standards

- The website will be delivered free of known defects
- All original work is created specifically for your project and does not infringe on third-party rights

We do not warrant that the website will be 100% error-free, completely bug-free, or that it will achieve any particular business results (sales, traffic, rankings, etc.). Website performance depends on factors beyond our control, including third-party services, browser compatibility, and user behavior.

12. Limitation of Liability

To the maximum extent permitted by law, Carbon Software Development is not liable for:

- Loss of revenue, data, or business opportunities
- Indirect, incidental, or consequential damages
- Damage to your reputation or brand
- Third-party claims or disputes
- Issues caused by client misuse, modification, or poor website management after delivery

Our total liability for any claim shall not exceed the amount paid for the specific service in question.

13. Data & Privacy

Your contact information and project details will be kept confidential and used only for project delivery and communication. We will not sell, share, or distribute your information to third parties without your consent, except as required by law. For full details, see our Privacy Policy.

14. Termination

We reserve the right to terminate a project or refuse service if:

- Payment is not received
- The client requests content that is illegal, unethical, or violates third-party rights
- The client is abusive, disruptive, or fails to provide necessary materials
- A material breach of these terms occurs

In the event of termination by us, fees already paid will be credited toward any completed work, with the remainder forfeited or refunded at our discretion.

15. Modifications to Terms

We may update these Terms of Service at any time. Changes will be effective immediately upon posting to our website. Your continued use of our services constitutes acceptance of the updated terms.

16. Governing Law

These Terms of Service are governed by and construed in accordance with the laws of South Africa. Any disputes arising from these terms or our services will be subject to the jurisdiction of the South African courts.

17. Contact Information

For questions about these Terms of Service or to discuss a project, please contact us:

Carbon Software Development

Email: info@carbondev.co.za

Website: carbondev.co.za

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